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AMENDMENT AND EXTENSION TO OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

§

WHEREAS, on **May 19th, 2007**, a Paid Up Oil and Gas Lease was entered into by and between **Ernest S Lodics and Doris Lodics**, whose address is 2304 Leonard Court, Arlington, Texas 76015, herein called "Lessor(s)"; and **BOTERRA RESOURCES, LLC**, whose address is P.O. Box 8462, Edmond, OK 73083-8462, herein called "Lessee"; said Paid Up Oil and Gas Lease is evidenced by a Memorandum of Paid Up Oil and Gas Lease which is recorded in the Official Public Records of Tarrant County, Texas as **D207203354**, covering the following described property (the "leased premises"), to-wit:

Lot 3, Block 6 of Monties Ranchettes Addition, an Addition to the City of Arlington, Tarrant County, Texas. According to the Plat Recorded in Volume 388-55, Page 56, Plat Records, Tarrant County, Texas. Said lot 3 containing 0.230 acres of land more or less.

A subdivision of Tarrant County, State of Texas, also known as: 2304 Leonard Court; Arlington, TX 76016

WHEREAS, at this time Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, whose address is 6100 North Western Avenue, Oklahoma City, Oklahoma 73118 is now the owner of above described lease; and;

WHEREAS, Total E&P USA, Inc., whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease; and;

WHEREAS, the Lessor(s), Chesapeake Exploration, L.L.C. and Total E&P USA, Inc., their successors and/or assigns, desire to amend said Oil and Gas Lease and Memorandum as set forth below; and,

NOW, THEREFORE, in consideration of the leased premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned do(es) hereby amend the Oil and Gas Lease and Memorandum as follows:

1) Amend the primary term to include the following language:

This lease is amended to extend the primary term for an additional one (1) year to May 15, 2011.

2) Adjust the royalty rate from 22.5% to 25% by adding the following clause:

Wherever reference is made to a Twenty Two and One-Half Percent (22.5%) royalty herein, said royalty shall hereby be amended to read Twenty Five Percent (25%) royalty.

Lessor(s) do(es) hereby adopt, ratify and confirm the Lease, as amended hereby, and do(es) hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor(s) do(es) hereby lease, let, and demise to Lessee, its successors and assigns, the lands covered by the Lease, pursuant to the terms and provisions of the Lease.

In the event of a conflict between the provisions contained in this instrument and any other provisions contained in the Lease, the provisions contained in this instrument shall prevail to the extent of such conflict; in all other respects the Lease shall remain in full force and effect.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this instrument is executed as of the date of acknowledgment of the signatures below, but shall be effective as of the date of the original lease.

Lessor(s):

By: Ernest S Lodics
Ernest S Lodics

Lessor(s):

By: Doris Lodics
Doris Lodics

Lessee(s):

CHESAPEAKE EXPLORATION, L.L.C.

By: _____
Henry J. Hood, Sr. Vice President
Land and Legal & General Counsel

TOTAL E&P USA, INC., a Delaware corporation

By: _____
Eric Bonnin, Vice President
Business Development and Strategy

ACKNOWLEDGMENT

STATE OF IL §
COUNTY OF Tazewell §

This foregoing instrument was acknowledged before me on the 7th day of June 2010, by Ernest S Lodics.

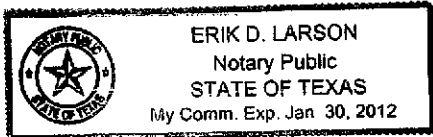


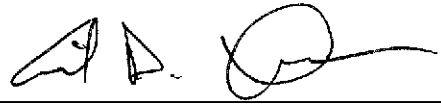
Notary Public, State of IL

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF TARRANT §

This foregoing instrument was acknowledged before me on the 11th day of June 2010, by Doris Lodics.




Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2010, by Henry S. Hood, Sr. Vice President – Land and Legal & General Counsel, on behalf of CHESAPEAKE EXPLORATION, L.L.C.

Notary Public in and for The State of _____

STATE OF _____ §
COUNTY OF _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by Eric Bonnin as Vice President – Business Development and Strategy of TOTAL E&P USA, INC., a Delaware corporation, as the act and deed and behalf of such corporation.

Notary Public in and for The State of _____